

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
(PHILADELPHIA)**

IN RE:

**Christopher J Cannon**

Debtor

CHAPTER 13

CASE NO.: 23-13032-djb

HEARING DATE: April 3, 2025

TIME: 11:00am

LOCATION: Courtroom #2

**MOTION OF NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING AS  
SERVICER FOR FEDERAL HOME LOAN MORTGAGE CORPORATION, AS  
TRUSTEE FOR THE BENEFIT OF THE FREDDIE MAC SEASONED CREDIT RISK  
TRANSFER TRUST, SERIES 2024-2, FOR RELIEF FROM THE AUTOMATIC STAY  
PROVISIONS OF 11 U.S.C. § 362(A) AND CO-DEBTOR STAY RELIEF PROVISIONS  
OF 11 U.S.C. § 1301 TO PERMIT MOVANT TO COMMENCE OR CONTINUE  
FORECLOSURE PROCEEDINGS ON 3369 WOODLAND CIRCLE, HUNTINGDON  
VALLEY, PENNSYLVANIA 19006**

AND NOW COMES, NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2024-2 (“Movant”), by and through its attorneys, Hill Wallack LLP, and respectfully represents as follows:

1. This Motion (the “Motion”) is filed by Movant for relief from the automatic stay provisions of 11 U.S.C. § 362(a) and co-debtor stay provisions of 11 § U.S.C. 1301 to permit Movant to commence or continue its foreclosure on real property located at 3369 Woodland Circle, Huntingdon Valley, Pennsylvania 19006 (the “Mortgaged Premises”).

2. On or about November 4, 2010, Christopher Cannon (“Debtor”) executed and delivered to Trident Mortgage Company, LP, a Fixed Rate Note (“Promissory Note”) in the principal amount of \$292,500.00. A true and correct copy of the Promissory Note is attached hereto and made a part hereof as Exhibit “A.”

3. To secure the obligations under the Promissory Note, Debtor and Crystal Cannon (“Co-Debtor”) granted Mortgage Electronic Registration Systems, Inc., as nominee for Trident Mortgage Company, LP, its successors and assigns a valid, enforceable, and recorded first lien

and mortgage (the “Mortgage”) on the Mortgaged Premises, all of the terms of which are incorporated herein by reference as if fully set forth at length, which Mortgage was thereafter recorded in the Montgomery County Recorder of Deeds Office on November 5, 2010 as Doc. Id #2010100289 in Book 12951 at Page 2089. A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit “B.”

4. Movant is the current mortgagee by virtue of an Assignment of Mortgage. True and correct copies of the recorded Assignment of Mortgage Chain are attached hereto and made apart hereof as Exhibit “C.”

5. Debtor and Co-Debtor signed a loan modification on or about December 13, 2013. A true and correct copy of the Loan Modification Agreement is attached hereto and made a part hereof as Exhibit “D”.

6. NewRez LLC d/b/a Shellpoint Mortgage Servicing services the underlying mortgage loan and note for the property referenced in this motion for Movant. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Mortgage.

7. On October 6, 2023, Debtor filed a petition for relief under Chapter 13 of the United States Bankruptcy Code.

8. Movant filed its Proof of Claim on October 31, 2023 as Claim #1-1. The Proof of Claim is in the amount of \$383,264.80 with pre-petition arrears in the amount of \$37,208.89 together with additional legal fees and costs and taxes due and payable on the Mortgaged Premises.

9. As of February 6, 2025, the unpaid Principal Balance is \$309,619.39 and the total debt due is \$346,804.46 as February 6, 2025.

10. The Debtor in their Chapter 13 Plan states that they will make post-petition monthly payments directly to Movant.

11. As of February 6, 2025, the current monthly payment on the Mortgage is \$2,088.77.

12. The Debtor is currently in arrears post-petition as of February 6, 2025 due to Debtor's failure to pay the post-petition payment due December 1, 2024 through February 1, 2025 in the amount of \$6,266.31 (\$2,088.77 x 3 months), less a suspense balance in the amount of \$0.00, for a total amount due of \$6,266.31. A post-petition ledger is attached hereto and made apart hereof as Exhibit "E."

13. Consequently, Movant is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d) (1) and co-debtor stay relief pursuant to 11 U.S.C. § 1301 as the Debtor has defaulted on post-petition payments.

WHEREFORE, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING respectfully requests that this Court enter an Order granting relief from the automatic stay provisions of 11 U.S.C. § 362(a) and relief from the co-debtor stay provisions of 11 U.S.C. § 1301 to allow Movant to proceed in its foreclosure of the Mortgaged Premises, to name the Debtor in the foreclosure suit solely for the purpose of foreclosing their interests in the Mortgaged Premises, and to allow Movant, or any other purchaser at the Sheriff's Sale, to take any legal action necessary to gain possession of the Mortgaged Premises.

Respectfully submitted,  
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